CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: EAD0124

DATE ISSUED: 12/7/15

REQUISITION NO.: 15111300096

COMMODITY CODE: 65540

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent
Senior Buyer Specialist
Phone: (512) 974-3070
Erin.DVincent@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Body Worn Cameras for Austin Police Department

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 12/17/15, 10:00 AM, local time

CALL IN INFORMATION: 512-974-9300
Participate Code: 710957

LOCATION: 124 W. 8th Street, Austin, TX 78701
3rd Floor Conference Room

PROPOSAL DUE PRIOR TO: 1/15/16, 2:00 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response for Solicitation # RFP EAD0124	Purchasing Office-Response Enclosed for Solicitation # RFP EAD0124
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL PAPER COPY AND 1 ELECTRONIC COPY ON 7 SEPARATE FLASH DRIVES IN PDF FORMAT OF YOUR ORIGINAL RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0405	SUPPLEMENTAL IT CLOUD PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0601	PRICE PROPOSAL	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Appendix A	TECHNICAL REQUIREMENTS	

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: _____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	EAD0124
PROJECT NAME:	Body Worn Cameras for Austin Police Department

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No	_____	**If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**
Yes	_____	**If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

_____

Company Name

_____

Name and Title of Authorized Representative (Print or Type)

_____ _____

Signature **Date**

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	EAD0124
PROJECT NAME:	Body Worn Cameras for Austin Police Department

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP EAD0124

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than close of business on 12/17/15.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability/Technology Errors and Omissions Insurance:** The Contractor shall provide coverage, at a minimum limit of $5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

v. **Cyber Liability Insurance:** Coverage of not less than $2,000,000 each claim and $4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3)invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	CTM
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

8. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

10. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price increase shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 80%	
Database Name: Producer Price Index	
Series ID: pcu5182105182105	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted

Geographical Area: ALL
Description of Series ID: Hosting, ASP, and other IT infrastructure provisioning services

Weight % of Base Price: 20%	
Database Name: Producer Price Index	
Series ID: pcu4431424431423	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: Retailing of cameras and photographic equipment and supplies	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

12. **DEBRIEFINGS:** Any Offeror to this solicitation may request a debriefing up until 30 calendar days after the contract has been fully executed. Accepting debriefing requests after 30 days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Steve Wright

Steve.Wright@austintexas.gov

(512) 974-0913

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL IT CLOUD PURCHASE PROVISIONS

The following sections are hereby included:

I. The following changes are made to Section 0100, Standard Purchase Definitions:

A. Add the following definitions:

"Affiliate" *means, including but not limited to, (i) City's parent subsidiaries, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of City as they may change from time to time and (ii) Users, as they may change from time to time.*

"Amendment*" means any written document executed by both Parties that modifies the terms of this Master Software as a Service Agreement, including referenced attachments.*

"Authorized Persons" *means the service provider's employees, contractors, subcontractors or other agents who need to access the City's personal data to enable the service provider to perform the services required.*

"Change Order Request" *means the written document provided by Client to Provider requesting changes to Provider's obligations under this Agreement.*

"Change Order Response" *means the written document provided to Client by Provider in response to Client's Change Order Request.*

"City" *means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.*

"City Data" *means all data created, received, or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in an way originated with the City, whether such data or output is stored on the City's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the City or by the service provider.*

"City Identified Contact" *means the person or persons designated in writing by the City to receive security incident or breach notification.*

"Confidential Information" *means all written or oral information, disclosed by either Party to the other, related to the operation of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.*

"Data Breach" *means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a City's unencrypted personal data.*

"FACTA" means the Fair and Accurate Credit Transaction Act.

"Illicit Code" *has the meaning set forth in 0300 Paragraph 22.*

"Personally Identifiable Health Information" *means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual;*

or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.[1]

"Non-Public Data" *means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.*

"Non-subscription Services" *means the services provided to Client by Provider under this Agreement that are not included in the definition of Subscription Services, Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to Client by Provider under this Agreement, together with all documentation provided by or otherwise required of Provider for any of the consulting, implementation, customization or other services it provides.*

*"**Personal Data"** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.*

"Provider Information" *means all techniques, algorithms and methods or rights thereto owned by or licensed to Provider during the term of this Agreement and employed by Providers in connection with the Subscription Services and the Non-subscription Services Provided to Client.*

"Provider Software" *means software that was developed or licensed to Provider independent of this Agreement and which Provider utilizes to provide the Subscription Services or the Non-subscription Services.*

"Security Incident" means the potentially unauthorized access by non-authorized persons to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a City's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

"Service Level Agreement" (SLA) *means a written agreement between both the City and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.*

"Service Levels" *means the performance specifications for work performed by Provider under a SaaS Subscription Schedule or Statement of Work.*

"Software-as-a-Service" (SaaS) *means the capability provided to the City to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.*[2]

"SaaS Software Application" *and* ***"SaaS Software"*** *mean the computer software listed on a SaaS Subscription Schedule to which Provider has granted Client access and use as part of the Subscription. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Provider develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of Provider for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.*

"SaaS Subscription Schedule" *means the document, executed by both Parties that sets out the Parties' rights and obligations with respect to Client's access to and use of the SaaS Software Application.*

"Statement/Scope of Work" *means a written statement in a solicitation document or contract that describes the City's service needs and expectations*

"Subscription Services" *means Client's access to and use of and Provider's provision of the SaaS Software Applications and other services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule.*

"Third Party" *means any natural person or legal entity other than Provider and Client.*

"Transition Date" *means the date upon which it is established to Client's satisfaction that the SaaS Software Application is stable enough to support Client's production processing.*

"User" *means Client's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Client to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for Client.*

"User Information" *means all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Provider or by any of its employees, representatives, agents or any Third Parties having contractual privity with Provider or who are under Provider's supervision or control.*

"Work Product" *means, except for the Provider Information, all deliverable and other materials, products or modifications developed or prepared for Client by Provider under this Agreement, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Provider under or in support of the performance of its obligations under this Agreement, including manuals, training materials and documentation, but excluding the Provider Software.*

II. The following changes are made to Section 0200, Standard Solicitation Instructions: None

III. The following changes are made to Section 0300, Standard Purchase Terms and Conditions:

A. Section 3, Contractor to Package Deliverables is deleted in its entirety and replaced with the following section 3

3. ***DATA LOCATION****: The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.*

B. Sections 4 through 8 are reserved in their entirety.

C. Section 10, Workforce includes the following additional subsections:

D. Subcontractor Disclosure: *The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.*

E. Background Checks: *The Service Provider shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the City's information among the service provider's employees and agents.*

F. Non-disclosure and Separation of Duties: *The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.*

G. Right to Remove Individuals: *The City shall have the right at any time to require that the Service Provider remove from interaction with City any Service Provider representative who the City believes is detrimental to its working relationship with the Service Provider. The City shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the City's consent.*

D. Section 16, Special Tools and Test Equipment is deleted in its entirety and replaced with the following section 16:

Import and Export of Data: *The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.*

E. Section 17, Right to Audit includes the following additional subsections:

C. Access to Security Logs and Reports: *The service provider shall provide reports to the City in a format as specified in the SLA agreed to by both the service provider and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this contract.*

D. Data Center Audit: *The service provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.*

F. Section 19, Warranty-Price is deleted in its entirety and replaced with the following section 19:

19. WARRANTY - PERFORMANCE*: Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provide under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under ach SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.*

G. Section 20, Warranty-Title is deleted in its entirety and replaced with the following section 20:

20. WARRANTY – AUTHORITY*: Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the*

Subscription Services and of the Non-subscription Services furnished under this Agreement does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.

H. Section 21, Warranty-Deliverables includes the following subsection:

***21. WARRANTY – SOFTWARE**: Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any damages that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Cllient's systems, data, Client's Confidential Information, or Client's technology.*

I. Section 22, Warranty-Services includes the following subsection:

22. ***22. WARRANTY – AGAINST UNDISCLOSED ILIICIT CODE**: Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:*

A. Not contain any hidden file;
B. Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;
C. Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;
D. Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;
E. Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and
F. Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.
G. Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.
H. To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.
I. Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's

use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

J. Section 23, Acceptance of Incomplete or Non-Conforming Deliverables is deleted in its entirety and replaced with the following section 23:

23. DATA

C. ***Data Ownership:*** *The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.*

D. Data Protection: *Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:*

i. *The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.*

ii. *All data obtained by the service provider in the performance of this contract shall become and remain property of the City.*

iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

iv. *Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.*

v. *At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.*

vi. *The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.*

E. Compliance with Accessibility Standards: *The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.*

F. Security: *The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.*

G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: *Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.*

H. Security Incident or Data Breach Notification: *The service provider shall inform the City of any security incident or data breach.*

i. Incident Response: *The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.*

ii. Security Incident Reporting Requirements: *The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.*

iii. Breach Reporting Requirements: *If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.*

I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.

i. *The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.*

ii. *The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.*

iii. *Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.*

J. ***Business Continuity and Disaster Recovery:*** *The service provider shall provide a business continuity and disaster recovery plan upon request and ensure that the City's recovery time objective (RTO) of XXX hours/days is met. (XXX shall be negotiated by both parties.)*

K. Insert a new Section 28A, which states the following:

28.A. TERMINATION AND SUSPENSION OF SERVICE*:*

A. *In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.*

B. *During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.*

C. *In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:*

- *10 days after the effective date of termination, if the termination is in accordance with the contract period*
- *30 days after the effective date of termination, if the termination is for convenience*
- *60 days after the effective date of termination, if the termination is for cause*

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

D. *The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.*

E. *The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.*

L. Section 30. Includes the following additional language:

D. Change Control and Advance Notice*: The service provider shall give advance notice (to be determined at the contract time and included in the SLA) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.*

M. Section 34. Includes the following additional language:

Notification of Legal Requests: *The service provider shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under this contract, or which in any way might reasonably require access to the data of the City. The service provider shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.*

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[1] HIPAA Privacy Rule, Definitions, U.S. Department of Health and Human Services, National Institute of Health.

City of Austin
Scope of Work
RFP EAD0124
Body Worn Cameras for Austin Police Department

1.0 Purpose & Background

The City of Austin is requesting proposals for the purchase, implementation, and support of wearable body cameras for the Austin Police Department (APD). Body Worn Cameras will allow APD Officers to video and audio record their daily activities while on duty and for the recordings to be preserved and accessed by designated personnel. Each officer will record approximately 624 hours of video per year.

Initial deployment is anticipated to consist of 500 cameras over a four month period. The number of cameras purchased may be increased based on negotiated pricing. Subsequent deployment will consist of approximately 500 cameras per year for years two and three and 200 cameras for year four contingent on funding availability. The number of cameras may be adjusted based on APD's needs. Numbers for subsequent years after year four will be based on the major refresh or replacement schedule and based on the growth of the City and APD.

The solution shall be capable of indexing video files using classifications, dates and times, officer ID and other metadata for retrieval by multiple users. The Respondent shall provide a warranty for all equipment. Applicable maintenance, upgrades and repair services shall be fully described including estimated frequency thereof, and detailed pricing shall be provided in the proposal response. Cameras shall have a major refresh and/or be replaced at least every 24 months after each deployment.

APD desires to implement a best-practice process and solution that meets the business and technical requirements included within this solicitation and corresponding attachments. The scope of work includes hardware and software with storage options. The equipment supplied shall be of new manufacture (not used or demo units), best quality, and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the equipment specifications listed in this RFP. Respondents shall provide most current version/generation of body worn camera and software system. Only new models in current production, which are catalogued by the manufacturer and for which printed literature and specifications are available, will be accepted.

Respondents may submit alternative approaches if they believe their proposed system will meet or exceed the capabilities described below, however, partial solutions (i.e. storage only or hardware only) and non-cloud based solutions will not be evaluated or considered for award.

2.0 Vendor's Functional Specification

The body camera shall automatically start based on event triggers such as the patrol vehicle front door opening - could also include siren, emergency lighting, selecting voice microphone, rear door, programmable vehicle speed, officer self-initiated, and vehicle impact meta-data as needed. Other triggers include synchronization with the vehicle's digital mobile audio video (DMAV) system. Triggered event meta-data such as door openings are stored with the video on the system. The officer shall be able to use the system to assign a classification (ex., codes such as non-event activity) and case number. The system shall associate the body camera media to the officer wearing it. Ideally, the system would transmit GPS coordinates from each camera for the purpose of real-time officer location tracking.

The body camera device shall be securely mountable on the uniform, ideally on multiple locations (e.g., epaulette, shirt button, belt, etc.). If the camera provides image stabilization, it shall provide a disable feature. The body camera shall be impact resistant, not easily turned off during struggle, and external indicators will not expose officer location in dark conditions. The body camera shall operate in low-light conditions to record the same image seen by the officer. The internal media shall be non-removable by the officer - only approved technicians may remove or replace media storage device. Officer shall receive clear indication of low storage and near end battery life. The body camera shall include ability to manually start and stop recording. Ideally, the device microphone would replace the existing body microphone for our in car video wireless audio.

The system shall provide a mechanism (docking station, software, etc.) to upload media. Ideally, the system would wirelessly upload the data to storage without the need of a docking station. Once media and metadata are uploaded, the system shall perform normal procedures for storage, retention, and future retrieval for investigation, public information requests, etc.

3.0 Vendor's Recordkeeping Functional Specifications

3.1 Preservation: Recordkeeping systems shall prevent the loss or unauthorized deletion of records before the expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a).

3.2 Integrity: Recordkeeping systems shall prevent the unauthorized alteration of records before the expiration of their retention period. The system shall provide logs or audit trails that document edits and views of records. The system shall provide the ability to lock out videos for investigative purposes and limit access by role such as an assigned special investigations unit (SIU). The system shall provide auditing and reporting to include who accessed videos to include time and date of access.

3.3 Disposition: The recordkeeping system shall support the systematic deletion of records upon expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a) and §201.003(16), Austin City Code §2-11-11. Sufficient metadata shall be present to identify records eligible for disposition based on entered classification of events and dates. Disposition meta-data shall include the ability to include multiple disposition indicators - for example, litigation requirements may overrule record retention disposition.

3.4 Duplicates: The recordkeeping system shall ensure the destruction of all duplicate records, including convenience copies, upon expiration of the retention period. Texas Rules of Evidence, Rule 1003. The system's back-up strategy shall ensure elimination of record copies on back-ups beyond the destruction of the originals. Development teams shall ensure records used to create test, perform development, or training environments comply with destruction periods.

3.5 Retrieval: The recordkeeping system shall ensure records are retrievable and available until the expiration of their approved retention period. Texas Local Government Records Act §205.008(b). Records stored on vendor, outsourced, cloud, or hosted platforms remain the property and responsibility of the City. Vendors are required to deliver records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by an authorized City employee or at completion or termination of the contract. Austin City Code §2-11-15. Vendor shall retain hardware and software necessary to provide access to records until the expiration of the retention period; sufficient metadata shall be present to facilitate timely retrieval of records. Specify the Vendor's duties with respect to management of records as required by Austin City Code §2-11-15. The system shall provide the ability to convert videos to standardized formats. Video searches include but not limited to officer, case number, car number, date time range, filename, event triggers (e.g., door trigger/impact trigger), etc.

3.6 Holds: The recordkeeping system shall ensure the protection and availability of specific records - even if their retention period has expired - if they are the subject of known or reasonably anticipated litigation, public information request, audit or other legal action. Texas Local Government Records Act §202.002, Austin City Code § 2-11-11. "Reasonably anticipated" does not mean "Just in case". The

system shall maintain a log of litigation and other holds to release records for resolved litigation, audit, or public information requests.

3.7 Records of Destruction Actions: The recordkeeping system shall create records/logs of destruction activity. Texas Local Government Records Act §203.046, Austin City Code §2-11-11. Destruction logs shall (a) show a minimal set of metadata sufficient to uniquely identify the records purged; (b) show who approved and who executed the destruction, and the dates on which these events took place; (c) reflect compliance with an approved, written standard operating procedure; and (d) be retained permanently.

Links available for the following topics:

Texas Body Camera Law

Video Retention

Austin Police Department Policy

4.0 Minimum Qualifications - This information shall be listed under tab 7 in proposal response as referenced in Section 0600 Proposal Preparation Instructions.

Vendor shall have a minimum of two (2) years turnkey experience in delivering and maintaining body worn cameras and video management solutions.

Vendor shall have at least two (2) law enforcement agencies as references as listed in Section 0600 Tab 7.

Selected Vendor shall be compliant at all times with the requirements of the FBI's Criminal Justice Information System (CJIS) regarding system and network security and personnel backgrounds as applicable to this solicitation and subsequent awarded contract.

Qualifications shall be fully met before the proposal has been submitted in order for response to be evaluated.

5.0 Pilot/Wear Testing Process – The evaluation team will conduct a pilot/wear testing process for the top ranked proposal, as determined by the City. The intent of the pilot/wear testing process is to confirm that the top ranked solution proposed by the Vendor works as described in their proposal submittal. If the evaluation team finds there to be deviations from the solution offered during the pilot/wear testing process, the Vendor may be disqualified and the City will move to the next highest scoring Vendor and complete the pilot/wear testing process with them.

The top ranked Vendor will be required to provide 10 units and all support services for a period of two weeks. The pilot/wear testing process should run exactly how it would if the Vendor's solution was selected. If the City has to perform a pilot/wear testing process with more than one Vendor, the same APD staff will pilot/wear test any additional Vendors to ensure continuity in the process. All costs related to the pilot/wear testing process are the responsibility of the Vendor.

6.0 Tentative Timeline*

RFP released	12/7/15
Non-mandatory pre-proposal conference	12/17/15
Deadline for vendors to submit questions	12/17/15 close of business
RFP due date	1/15/16
Initial evaluation	1/15/16 – 2/5/16
Top ranked Vendor notified & pilot process starts	2/15/16 – 3/1/16
Re-evaluation of top ranked Vendor after pilot	Week of 3/7/16

Interviews if determined necessary by the City	Week of 4/4/16
City Council for approval	May 2016
Contract start date	June 2016

*All dates may shift up or down depending on unforeseen circumstances. Dates listed above are simply estimates.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP EAD0124

1. PROPOSAL FORMAT

Submit one original paper copy and an electronic copy of the original proposal in PDF version on seven separate flash drives. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Tab 1 – City of Austin Purchasing Documents - Complete and submit the following documents:

A. Signed Offer Sheet
B. Section 0605 Local Business Presence Identification Form
C. Section 0700 Reference Sheet
D. Section 0835 Non-Resident Bidder Provisions Form
E. Section 0900 Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

Tab 2 - Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Tab 3 - Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work. The Proposer must clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 4 - Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

Tab 5 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Tab 6 - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Additionally, specifically include the following:

- Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
- List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the

project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

- List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- Has your firm ever failed to complete any work awarded to you? If so, where and why?
- Has your firm ever been terminated from a contract? If so, where and why?

Tab 7 - Prior Experience & References: Describe only relevant experience and individual experience for personnel who will be actively engaged in the project. Do not include experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008.

Provide a minimum of two (2) customer references which are operating a fully functional system as described in this RFP and describe the scope and magnitude of this system. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References shall include the following information:

- Name of Agency
- Number of cameras rolled out
- Contact name – agency Project Manager
- Contact telephone number and email
- Year project took place
- Budget of project
- Scope and magnitude of project
- Was project completed on time and in budget?

Tab 8 – Personnel & Project Management Structure: Include names and qualifications of all professional personnel including senior management who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide a general explanation and chart which specifies project leadership, how resource time, work quality, and other priorities are managed, and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Provide all resumes.

Tab 9 – Concept and Solution: Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past. Define in detail your understanding of the requirement presented in this request for proposal and your solution.

Proposer should submit their comprehensive Service Level Agreement (SLA) in regards to Uptime Guarantee, System Response Time, Incident Response, Security Remediation and Mitigation, and Service Availability with their response for review and evaluation by the City. Provide all details as required and any additional information you deem necessary to evaluate your proposal.

Tab 10 – Required Supplemental Submittal Requirements: Specifically address the criteria below for each applicable section listed in Appendix A: technical architecture, solution architecture, and solution technology. Not each section in Appendix A may be applicable to the testing/training plan, implementation, and/or support or ongoing services so only address those that are applicable.

A. Testing/Training Plan

10.A.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.

10.A.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

10.A.3 Provide a detailed test plan that describes how the system will be fully tested, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the Austin Police Department (APD) and the Vendor.

10.A.4 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the APD and the Vendor. APD prefers onsite training to be conducted for end users in alignment with deployment strategies. APD will provide the facilities for onsite training.

10.A.5 Describe what kinds of training materials will be provided and how these can be modified for use by APD staff to conduct user training. Provide sample of most recent training materials. APD requires onsite training to be conducted for “train the trainer” in alignment with deployment strategies. APD will provide the facilities for onsite training.

10.A.6 Describe the process that will be used to keep users up to speed on new features and system upgrades.

10.A.7 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

B. Implementation

10.B.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the APD and the Vendor.

10.B.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the APD and the Vendor.

10.B.3 Describe the qualifications and experience of personnel that may be deployed to the APD site.

10.B.4 Describe the specific On-Site implementation services that are offered.

10.B.5 Describe past “go-lives” that were completed successfully including any pertinent lessons learned and best practices.

10.B.6 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

C. Support and Ongoing Service

10.C.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the APD and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the APD to maintain the system once implemented.

10.C.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to APD resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

10.C.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

10.C.4 Describe any planned releases and updates associated with expanding or improving the system in the future.

Tab 11 – Pilot/Wear Testing Process: Describe in detail the process to execute a successful pilot/wear testing process based on the information listed in Section 0500 Scope of Work. Include all applicable information including the process, timeline, required resources, and any other information that may have been omitted to ensure a successful pilot.

2. **Part I – Compliance:** A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer shall state compliance with terms of this Request for Proposal (RFP). Additionally, the selected Vendor shall be compliant at all times with the requirements of the FBI's Criminal Justice Information System (CJIS) regarding system and network security and personnel backgrounds as applicable to this solicitation and subsequent awarded contract.

   Part II - Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

   Part III - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

   Part IV - Price Proposal: Information described in the following subsections is required from each Proposer. Your method of pricing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.

   Proposer shall submit one printed original and one electronic version of the completed price proposal provided in Section 0601, Price Proposal Sheet in a SEPARATE sealed envelope from the technical Proposals. Proposer shall provide pricing for each section listed on the form. Failure to submit pricing, or using the required form will result in the Offer being disqualified and not eligible for award.

   i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

(1) Price – whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis (reference section 2 part IV) **30 Points**

(2) Technical, cloud, and functional match to requirements (reference tabs 10 & 11) **25 Points**

(3) Hardware maintenance and ongoing support including experience, staff qualifications, and staff availability (reference tabs 8, 9, and 11.C) **25 Points**

(4) Testing/training plan (reference tab 11.A) **5 Points**

(5) Ability to meet timeline/propose feasible timeline (reference tab 11.B) **5 Points**

(6) LOCAL BUSINESS PRESENCE **Maximum 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on

those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and price after submission. Maximum 25 points.

SECTION 0601: PRICE PROPOSAL

Proposers may include alternates for consideration; however all pricing shall be clear and provided on the form below. The City reserves the right to purchase more or less than the quantities listed below based on the pricing submitted. The City reserves the right to award in whichever way is most advantageous to the City.

Initial purchase							
Description	Year One Price 500 Cameras	Year Two Price 500 Cameras	Year Three Price 500 Cameras	Year Four Price 200 Cameras	Year Five Price 200 Cameras****	Year Six Price 100 Cameras****	Year Seven Price 100 Cameras****
Price Per Camera*							
Software, including licensing fees, annual maintenance and support, patches and upgrades as available							
Hosting Fees (if applicable)							
Other Costs if Required**							
Price Per Year Total							

Yearly ongoing costs after initial purchase to support camera purchases from previous year							
Description	Year Two 500 Cameras	Year Three 1,000 Cameras	Year Four 1,500 Cameras	Year Five 1,700 Cameras	Year Six 1,900 Cameras***	Year Seven 2,000 Cameras***	Year Eight 2,100 Cameras***
Annual Storage							
Hardware Refresh***							
Software, including licensing fees, annual maintenance and support, patches and							

upgrades as available							
Hosting Fees (if applicable)							
Other Costs if Required**							
Ongoing Price Per Year Total							

* Proposer shall submit an annual price per camera which shall be inclusive of all annual costs. This price shall include storage and required retention for a minimum of 624 hours of video per camera, per year, including download, access, and maintenance, and hardware including at a minimum: camera, attachment hardware, docking stations, chargers, peripherals, and warranty. If your company offers additional products/services under the price per camera, please detail out what is included in this price.

**Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Include any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements as detailed out in Appendix A, Column M.

***This section shall reflect the frequency and price for the hardware refresh proposed by each Proposer. The City is requiring a refresh at least every 24 months, but if the Proposer offers refreshes more frequently, please indicate the refresh schedule.

****The number of cameras for years five through seven are purely raw estimates

Additional Services

Description	
Implementation, including professional services and training (one-time fee) & hourly rate for services needed after implementation	
Price per 100 cameras including applicable price breaks	
Published Price List Discount – Include the % discount from list price for any future products the City may wish to purchase that are not included in this RFP	

If applicable, describe any complementary solutions that may benefit City. The price of any complementary items will not be considered as part of the total cost of the proposal.

Appendix A: Techincal Requirements

RFP EAD0124
Body Camera Technical Requirements

City of Austin

INSTRUCTIONS

Vendors are required to provide responses to columns E through L on tab " Technical Requirements" of this spreadsheet.

Reference the legend below when responding to columns E through J.

Legend

Response	Code	Description
Yes	Y	Yes, the requirement will be met without configuration or customization.
Confi**G**uration	G	Yes, the requirement will be met through changes to setting of tables, switches, and rules without modification to the source code. Include any changes to the existing or 'out of the box' workflow functionality.
Customization	C	Yes, the requirement will be met through changes to the existing reports or programs. This would include custom code developed to perform specific functions or validations outside the standard code. Include the creation of a new report, query or workflow that does not exist within the current application.
Future	F	Please provide release version firm date when this will be implemented.
Third (**3**rd) Party	3	Yes, the requirement will be met by a third-party.
No	N	Requirement or service will not be met by Offeror.

Technical Requirements	
	Topic
Total Solution	General
Device and Peripherals	Hardware
	Application Architecture
Evidence Management	Security and Authentication
	Data Storage and Archival

City of Austin
RFP EAD0124
Body-Worn Camera Technical Requirements

A	B	C	D	E	F	G	H	I	J	K	L	M
				One Response per Requirement						Module / Solution - Is the requirement fulfilled by a specific Module outside of the core system, or is there a third-party solution? Answer YES or NO If YES please add specific information.	Vendor Response	Cost - If included, please write included, otherwise, please fill in cost per ID #
ID #	**Requirements**	**Category**	**Priority (Mandatory / Desired)**	**Y**	**G**	**C**	**F**	**3**	**N**			
1.0	**Total Solution**											
1.1	The vendor's solution shall include everything needed to install and operate the video system, ie, camera, mobile viewing device, client software and any peripheral hardware.	General	Mandatory									
1.2	Vendor shall deliver records, in all requested formats and media, along with all metadata, to the City at no cost when requested by an authorized City employee or at completion or termination of contract.	General	Mandatory									
1.3	The data storage system shall be CJIS compliant.	General	Mandatory									
1.4	The solution should have the ability to integrate or add additional devices to the body worn camera platform, such as in car cameras and interview room cameras.	General	Desired									
1.4.1	Additional devices shall use same back end software and storage solution as the body worn camera.	General	Mandatory									
1.5	System should have the ability to integrate with existing CAD and RMS system to pass case numbers, locations, officer ID, etc. Describe how your system would integrate with CAD and RMS systems.	General	Desired									
1.6	The vendor's solution shall have a web-based client that is either hosted by the vendor or third-party.	General	Mandatory									
1.6.1	The web-based client shall support the latest Google Chrome and/or Internet Explorer.	General	Mandatory									
1.6.2	The web-based client shall not utilize ActiveX or Java. Describe your web-based client including any third-party browser web plug-ins.	General	Mandatory									
1.7	The solution shall provide a means by which the video will be authenticated as unedited, such as by a watermark or other means. List any watermarking or stamping methods your system provides for authenticating original video.	General	Mandatory									

City of Austin
RFP EAD0124
Body-Worn Camera Technical Requirements

A	B	C	D	E	F	G	H	I	J	K	L	M
				One Response per Requirement						Module / Solution - Is the requirement fulfilled by a specific Module outside of the core system, or is there a third-party solution? Answer YES or NO If YES please add specific information.	Vendor Response	Cost - If included, please write included, otherwise, please fill in cost per ID #
ID #	**Requirements**	**Category**	**Priority (Mandatory / Desired)**	**Y**	**G**	**C**	**F**	**3**	**N**			
1.0	**Total Solution**											
1.8	System shall be capable of redacting video for external viewing or public release. Please describe how your system would accomplish this capability and include any required third-party software.	General	Mandatory									
1.9	System shall have the ability to manage all hardware and software components through a single management console.	General	Mandatory									
1.10	System shall encrypt data from end-to-end so that the service provider cannot access the video.	General	Mandatory									
1.11	System shall have the ability to integrate with a BI tool for custom reporting. Describe how your system integrates with a BI tool.	General	Mandatory									
1.12	System shall provide on-premises temporary offload method to cache video prior to transmitting to cloud storage or a dedicated connection to the cloud provider such as AWS Direct Connect or Azure Express Route. Describe in detail how your system would accomplish this.	General	Desired									
2.0	**Device and Peripherals**											
2.1	Recorded files should include imbedded GPS coordinates.	Application Architecture	Desired									
2.1.1	System should transmit GPS coordinates from each camera for the purpose of real-time user location tracking. Please describe how your system tracks body camera location and how the information is viewable in the web-based client.	Application Architecture	Desired									
2.2	The camera device shall identify the user wearing it in the metadata associated with recordings. Describe how the user is associated with the camera.	Application Architecture	Mandatory									
2.3	Device shall have a method of offloading the data to storage. Describe the method your device uses for offloading the data from the camera.	Application Architecture	Mandatory									
2.3.1	The system should be able to wirelessly offload video to storage using enterprise grade security protocols. Describe any wireless upload methods.	Application Architecture	Desired									

A	B	C	D	E	F	G	H	I	J	K	L	M
City of Austin RFP EAD0124 Body-Worn Camera Technical Requirements				One Response per Requirement						Module / Solution - Is the requirement fulfilled by a specific Module outside of the core system, or is there a third-party solution? Answer YES or NO If YES please add specific information.	Vendor Response	Cost - If included, please write included, otherwise, please fill in cost per ID #
ID #	**Requirements**	**Category**	**Priority (Mandatory / Desired)**	**Y**	**G**	**C**	**F**	**3**	**N**			
1.0	**Total Solution**											
2.3.2	The system shall not use a pre-shared key for wireless authentication if integrating with the enterprise network. Describe wireless authentication methods.	Application Architecture	Mandatory									
2.4	The device shall have the ability to protect data from being overwritten in the event that an offload fails or cannot be conducted. Describe how your system protects files from being overwritten if an attempt at a file offload fails.	Application Architecture	Mandatory									
2.5	The system shall not allow users to edit or delete recordings on the body-worn camera. Describe how your system prevents alteration and deletion of original media on the camera.	Application Architecture	Mandatory									
2.6	Triggered event meta-data such as door openings shall be stored with the video on the system.	Application Architecture	Mandatory									
2.7	The camera shall capture video, still photographs, and audio.	Hardware	Mandatory									
2.8	Device shall be wearable without impeding the user's normal range of motion. Please describe attachment options.	Hardware	Mandatory									
2.9	Device may have multiple attachment locations. Please describe attachment options.	Hardware	Desired									
2.10	Users shall be able to activate and deactivate a recording from the body-worn device. Describe methods for starting and stopping videos on the device.	Hardware	Mandatory									
2.11	The video system shall automatically activate from external trigger events, such as car door opening, siren activation, etc.	Application Architecture	Mandatory									
2.12	Camera shall record in low light conditions. Please list the device lux ratings.	Hardware	Mandatory									
2.13	Device should have battery life sufficient for 12 hours of continuous operation. Please list average battery life in both record and stand-by mode.	Hardware	Desired									
2.14	Device should be capable of storing 10 hours of continuous recording. Describe your device's internal storage capacity.	Hardware	Desired									

City of Austin
RFP EAD0124
Body-Worn Camera Technical Requirements

A	B	C	D	E	F	G	H	I	J	K	L	M
				One Response per Requirement						Module / Solution - Is the requirement fulfilled by a specific Module outside of the core system, or is there a third-party solution? Answer YES or NO If YES please add specific information.	Vendor Response	Cost - If included, please write included, otherwise, please fill in cost per ID #
ID #	**Requirements**	**Category**	**Priority (Mandatory / Desired)**	**Y**	**G**	**C**	**F**	**3**	**N**			
1.0	**Total Solution**											
2.15	The device shall be ruggedized for mobile applications. Describe how your device is protected against constant vibration, dust, dirt, moisture, condensation and the varying temperatures. List any additional equipment required to be purchased for the solution to remain ruggedized. Explain how your system protects itself when it reaches maximum temperature extremes, and what happens after the system is able to resume operation. What is the restart time required after a shut-down?	Hardware	Mandatory									
2.16	Device should have a method by which the audio portion can be muted without stopping the video recording.	Hardware	Desired									
2.17	Device should not interfere with the wearing of headgear or the exchange of headgear. If your device includes a head-mounted camera, describe how the device is worn with headgear such as patrol caps, cold-weather caps, and hard-shell bike and riding helmets.	Hardware	Desired									
2.18	Device shall have pre-event recording capability. Please describe your pre-event recording feature.	Application Architecture	Mandatory									
2.19	Device memory shall be secured in the device, even if it is removable.	Hardware	Mandatory									
2.20	Device should have a method by which the video can be reviewed prior to offload. Describe how video on the device can be reviewed.	Application Architecture	Desired									
2.21	The digital video recorder (DVR) shall use solid state storage media or equivalent. List the storage media types used by your system.	Hardware	Mandatory									
2.22	When there is a triggered event, the video recording shall be captured at full motion (greater than or equal to 24 FPS/IPS). Indicate the rate at which your system captures full motion and whether this a configurable option.	Hardware	Mandatory									
2.23	The system shall warn operator when there is low storage capacity. Describe your system's low-storage warnings. List at what intervals the user is warned and the frequency of the warnings. At what level of depleted storage, if any, does your system start warning the user? Is this warning level configurable?	Hardware	Mandatory									

City of Austin
RFP EAD0124
Body-Worn Camera Technical Requirements

A	B	C	D	E	F	G	H	I	J	K	L	M
				One Response per Requirement						Module / Solution - Is the requirement fulfilled by a specific Module outside of the core system, or is there a third-party solution? Answer YES or NO If YES please add specific information.	Vendor Response	Cost - If included, please write included, otherwise, please fill in cost per ID #
ID #	**Requirements**	**Category**	**Priority (Mandatory / Desired)**	**Y**	**G**	**C**	**F**	**3**	**N**			
1.0	**Total Solution**											
2.24	Any cabling or wiring required for the device to function should be designed to "break away" to prevent the user from becoming entangled. Describe what type of external cabling your device uses and how it is attached to the user.	Hardware	Desired									
2.25	The device camera and lens shall be equipped with autofocus, automatic exposure, and automatic white balance. Describe the camera device and the capabilities of the equipped lens.	Hardware	Mandatory									
2.26	The system shall include an in-vehicle charger for the camera.	Hardware	Mandatory									
2.27	The device shall have a visual recording indicator with stealth mode.	Hardware	Mandatory									
2.28	If the camera provides image stabilization, it shall provide a disable feature.	Hardware	Mandatory									
2.29	User shall receive clear indication of near end of battery life. Describe how the device indicates low battery life.	Hardware	Mandatory									
2.30	Device should include an optional three year no fault warranty. Describe the warranty on your devices.	Hardware	Desired									
3.0	**Evidence Management**											
3.1	The evidence storage solution shall allow concurrent users to access the same video at the same time. Describe how your system manages concurrent access and any limitations on number of users allowed at one time.	Data Storage & Archiving	Mandatory									
3.2	System shall support federated authentication using the SAML 2.0 protocol for cloud-based access.	Security & Authentication	Mandatory									
3.2.1	The system shall support multiple unique "SAML group attribute" to "system role" mappings.	Security & Authentication	Mandatory									
3.2.2	Federated authentication shall a) support automatic updating of expiring token signing certificates using the federation metadata URL or b) provide an option for an administrator to manually update the token signing certificate.	Security & Authentication	Mandatory									
3.2.3	System shall support automatic updating of user attributes including but not limited to name, e-mail address, department, title, etc.	Security & Authentication	Mandatory									

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1.0	**Total Solution**											
3.3	The solution shall have user authentication with role-based permissions.	Security & Authentication	Mandatory									
3.4	The system shall generate a log of user activities and IP addresses and all subsequent access points. Describe how your system can report on this activity.	Security & Authentication	Mandatory									
3.5	The back-end system shall generate a log of all recordings, deletions, and edits. Describe the type of log files your system records and how a report showing those logs would be generated.	Data Storage & Archiving	Mandatory									
3.6	System shall be able to produce a report or log indicating which videos have been destroyed, when the destruction took place, and who performed the destruction.	Data Storage & Archiving	Mandatory									
3.7	It shall be possible to export data from storage to a non-proprietary format. Describe the formats your system will generate for file export.	Data Storage & Archiving	Mandatory									
3.8	Recordings shall include metadata for indexing and searching, such as a date/time stamp.	Data Storage & Archiving	Mandatory									
3.9	The system shall embed metadata in the video as viewable information. Describe available options for embedded metadata.	Data Storage & Archiving	Mandatory									
3.10	It shall be possible to classify recordings, and classification shall be able to set retention. Describe the method by which users can add classifications, tags, or notes to their recordings and whether that metadata can be used to set retention or search for an incident.	Data Storage & Archiving	Mandatory									
3.11	The solution shall include a means of viewing photographs and videos. Describe the method by which an authorized user may view videos and photographs taken with your system. List the third-party software needed, if any, to view the files.	Data Storage & Archiving	Mandatory									

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1.0	**Total Solution**											
3.12	The software system shall allow for an unclassified video to be retained for a user-defined period after which it will be deleted. Explain the system retention capabilities for unclassified content.	Data Storage & Archiving	Mandatory									
3.13	The system shall be able to capture a date or event/trigger that establishes the start of the retention period for any document/video stored in the system and calculates the date on which the document/video will become eligible for destruction.	Data Storage & Archiving	Mandatory									
3.14	The system shall be able to report on records/videos that have met their retention requirement and are eligible for destruction.	Data Storage & Archiving	Mandatory									
3.15	Any request to delete a video shall include all copies. Describe how your system is able to completely expunge a record.	Data Storage & Archiving	Mandatory									
3.16	The system shall be able to apply legal holds that suspend deletion – even those records that have met their retention requirement – in the event of ongoing audit, litigation, investigation, PIR, or other legal action. Describe in detail how your system handles these events.	Data Storage & Archiving	Mandatory									
3.17	The system shall be able to remove legal holds and resume original retention schedules when an audit, litigation, investigation, PIR, or other legal action is concluded. Describe in detail how your system handles these events.	Data Storage & Archiving	Mandatory									
3.18	The system shall be able to search, access, and retrieve records/videos up to and including the retention period.	Data Storage & Archiving	Mandatory									
3.19	The system shall be able to prevent the unauthorized alteration or deletion of records.	Data Storage & Archiving	Mandatory									
3.20	The system shall be able to retain and preserve records/videos until retention period is met.	Data Storage & Archiving	Mandatory									
3.21	The system shall allow for restricted access to certain videos. Please describe how your system allows a video to be locked down, regardless of classification, so that only users with certain privileges in the system can view it.	Data Storage & Archiving	Mandatory									